

July 1, 2023 - June 30, 2025

CONTRACT

Between

**Independent School District No. 271
Bloomington, Minnesota**

and

**Bloomington Food Service
Association**

TABLE OF CONTENTS

SECTION 1 - PURPOSE	1
1.1 Parties	1
SECTION 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
2.1 Recognition	1
2.2 Appropriate Unit	1
SECTION 3 - DEFINITIONS	1
3.1 Terms and Conditions of Employment	1
3.2 Description of Appropriate Unit	1
3.3 Hire Date	1
3.4 Break in Service	1
3.5 Seniority Date	1
3.6 Other Terms	1
SECTION 4 - DISTRICT RIGHTS	1
4.1 Inherent Managerial Rights	1
4.2 Management Responsibilities	2
4.3 Effect of Laws, Rules, and Regulations	2
4.4 Reservation of Managerial Rights	2
SECTION 5 - EMPLOYEE AND ASSOCIATION RIGHTS	2
5.1 Right to Views	2
5.2 Right to Join	2
5.3 Request for Dues Check Off	2
5.5 Right of Association Representation	2
5.6 Progressive Discipline	3
5.7 Personnel File	3
5.8 Right of Written Response	3
5.9 Non-Disciplinary Materials	3
5.10 Negotiation Procedures	3
5.11 Posting of Positions	3
SECTION 6 - BASIC SCHEDULES AND RATES OF PAY	4
6.1 Wage Schedule	4
6.2 Status of Wage Schedule	4
6.3 Placement on Wage Schedule	4
6.4 Hours	4
6.5 Longevity	4
6.6 Working Out of Classification	5
6.7 Overtime Pay	5
6.8 Special Event Pay	5
6.9 Schedule of Payment	5
6.10 Professional Development	5
6.11 Re-employment	6
6.12 Uniforms	6
SECTION 7 - GROUP INSURANCE	6
7.1 Insurance Eligibility	6
7.2 Health/Hospitalization Insurance Plan	6
7.3 Health Savings Account (HSA)	8
7.4 Dental Insurance	9
7.5 Life Insurance	9
7.6 Long-Term Disability Insurance (LTD)	9
7.7 Duration of District Insurance Contributions	9
7.8 Selection of Carrier	10
7.9 Retirement Group Insurance	10

SECTION 8 - ABSENCES, LEAVES AND HOLIDAYS	10
8.1 Sick Leave	10
8.2 Parental Leave	10
8.3 District-Approved Leave (formerly Emergency or Required Leave)	11
8.4 Earned Personal Leave	11
8.5 Holidays.....	11
8.6 Family Leave	11
8.7 Absence under Workers Compensation	12
8.8 Absence without Pay	12
8.9 Failure to Report to Work	12
8.10 Loss of Time Due to Assault or Threat	12
8.11 Examinations	12
SECTION 9 - WORKING CONDITIONS	12
9.1 Basic Day	12
9.2 Basic Week.....	12
9.3 Work Breaks.....	12
9.4 Lunch Breaks.....	12
9.5 Length of Work Year	13
9.6 Emergency School Closings.....	13
9.7 Probationary Employees.....	13
9.8 Transfers within Classified Units	13
SECTION 10 - RETIREMENT	13
10.1 District 403(b) Plan (Tax-Sheltered Annuity).....	13
10.2 Retirement Group Insurance	13
SECTION 11 - LAYOFFS	14
11.1 Seniority	14
11.2 Definition of Layoff	14
11.3 Rights of Layoff and Recall	14
11.4 Layoff.....	14
11.5 Recall.....	15
SECTION 12 - GRIEVANCE PROCEDURE	16
12.1 Definitions	16
12.2 Computation of Time	16
12.3 Level One – Immediate Supervisor.....	16
12.4 Level Two – Superintendent/Designee	16
12.5 Level Three – Arbitration.....	17
12.6 Processing of Grievance	17
SECTION 13 - DURATION	18
13.1 Term and Reopening Negotiations.....	18
13.2 Effect	18
13.3 Finality.....	18
13.4 Severability	18
SIGNATURES	19
SCHEDULE A – 2023-2024 WAGE SCHEDULE	20
SCHEDULE B – 2024-2025 WAGE SCHEDULE	20
APPENDIX A – ELIGIBILITY BASED ON HIRE DATE	21
APPENDIX B – FOOD SERVICE CLASSIFICATIONS & POSITION TITLES	22
APPENDIX C – SEVERANCE PAY	23
APPENDIX D – DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES	25
MEMORANDUMS OF UNDERSTANDING	26

BLOOMINGTON FOOD SERVICE CONTRACT

July 1, 2023– June 30, 2025

Meet and Confer	26
Satellite Schools	26

**SECTION 1 -
PURPOSE****1.1 Parties**

THIS CONTRACT, entered into between the School Board of Independent School District No. 271, Bloomington, Minnesota, hereinafter referred to as the District, and the Bloomington Food Service Association, hereinafter referred to as Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment of food service personnel during the duration of this Contract.

**SECTION 2 -
RECOGNITION OF EXCLUSIVE REPRESENTATIVE****2.1 Recognition**

In accordance with PELRA, the District recognizes the Bloomington Food Service Association as the exclusive representative of food service personnel employed by the District, which representative will have those rights and duties as prescribed by PELRA and as described in the provisions of this Contract.

2.2 Appropriate Unit

The Representative will represent all district employees of the above unit as defined in Section 3.2 and in PELRA and in certification by the Bureau of Mediation Services.

**SECTION 3 -
DEFINITIONS****3.1 Terms and Conditions of Employment**

The hours of employment, the compensation therefore, including fringe benefits, and the District's personnel policies affecting working conditions of employees.

3.2 Description of Appropriate Unit

All persons in the appropriate unit employed by the District, but not including: supervisory employees; part-time employees whose service does not exceed ten and one-half (10.5) hours per week; employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year; or substitute or emergency employees. Included in the unit are all cook-managers, lead cooks, first cooks, and food prep assistants.

3.3 Hire Date

The first paid day of work in the District without a Break in Service, excluding temporary or substitute employment. Hire Date may differ from Seniority Date.

3.4 Break in Service

A resignation, retirement, or termination. It does not include an unrequested leave of absence (as long as the employee retains recall rights), long-term disability leave, workers compensation leave, District-approved leave, or voluntary or involuntary interruption of employment less than one (1) calendar year.

3.5 Seniority Date

The first paid day of work in the Food Service unit without a Break in Service, excluding temporary or substitute employment. Seniority Date may differ from Hire Date.

3.6 Other Terms

Terms not defined in this Contract will have those meanings as defined by PELRA.

**SECTION 4 -
DISTRICT RIGHTS****4.1 Inherent Managerial Rights**

The Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion or policy as the functions and

programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

4.2 Management Responsibilities

The Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

4.3 Effect of Laws, Rules, and Regulations

The Representative recognizes that all employees covered by this Contract will perform services prescribed by the District and will be governed by the laws of the State of Minnesota, and by District rules, regulations, directives, and orders issued by properly designated officials of the District. The Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Contract, and recognizes that the District, all employees covered by this Contract, and all provisions of this Contract are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the applicable state agencies, and valid rules, regulations and orders of state and federal governmental agencies. Any provisions of this Contract found to be in violation of any such laws, rules, regulations, directives, or orders will be null and void and without force and effect.

4.4 Reservation of Managerial Rights

The foregoing enumeration of District rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Contract are reserved to the District.

SECTION 5 - EMPLOYEE AND ASSOCIATION RIGHTS

5.1 Right to Views

Nothing contained in this Contract will be construed to limit, impair, or affect the right of any employee or Representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Representative.

5.2 Right to Join

Employees will have the right to form and join labor or employee organizations, and will have the right not to form and join such organizations. Employees in an appropriate unit will have the right to secret ballot to designate a representative for the purposes of negotiations, grievance procedures, and terms and conditions of employment for employees of such unit.

5.3 Request for Dues Check Off

Employees will have the right to request and be allowed dues check off provided that dues check off and the proceeds thereof will not be allowed any organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues the employee has agreed to pay to the organization during the period provided in said authorization. The District may terminate dues deductions upon notice of the Association.

5.5 Right of Association Representation

If an employee believes that the outcome of a discussion with a supervisor may result in discipline, the employee has a right to ask for Association representation.

5.6 Progressive Discipline

After completion of the probationary period, employees will only be disciplined or terminated for cause, based on a finding by the District. Except in cases of termination, the goal of discipline will be remediation. Discipline will normally be prescribed in the following manner, unless the circumstances warrant otherwise:

Step 1. Written Reprimand

Step 2. Suspension without Pay

Step 3. Termination

If a supervisor meets to give discipline as provided above, to question an employee, or if the employee believes that the outcome of the meeting might be discipline, the employee will be offered the opportunity to have a union representative present. When the employee is the subject of an investigation, any waiver by the employee of the right to union representation will be in writing.

5.7 Personnel File

Employees will be notified in writing within five (5) days when disciplinary action is placed in their personnel files. Only one official personnel file will be maintained per employee. Upon written request, personnel files will be made available at the Office of Human Resources during regular business hours. Employees will have the right to reproduce any of the contents of their personnel files at their own expense.

5.7.1 Non-Disciplinary Verbal Warning or Counseling: Only the personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the District from submitting supportive documents or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Association.

5.7.2 Step 1 – Written Reprimand: Upon the employee's request, a written reprimand will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of the written reprimand.

5.7.3 Step 2 – Suspension Without Pay: Upon the employee's request, a suspension of three (3) days or less will be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of five (5) years from the initial date of suspension.

5.8 Right of Written Response

Employees will have the right to respond in writing when disciplinary action is placed in personnel files. Such written responses will be permanently attached to the disciplinary action.

5.9 Non-Disciplinary Materials

The District acknowledges that, unless circumstances warrant otherwise, the first step in making an employee aware of the need for corrective action will be a non-disciplinary verbal warning or counseling focused on remediation. Non-disciplinary materials, such as counseling notes, warnings or directives will not be placed in employee personnel files, but may be kept in a supervisor's file.

5.10 Negotiation Procedures

It is not the intent of the District to restrict an employee's right neither to represent an employee organization nor to restrict the right to negotiate, mediate, or arbitrate contracts or disputes. On commencement of negotiations, the Representative will furnish the names of all negotiators for the unit to the District. The number of negotiation committee members will be limited by mutual agreement of both parties. Either party may engage legal counsel at any time it is deemed advisable.

5.10.1 Use of Leave: Negotiation committee members covered by this Contract may each use up to sixteen (16) hours of paid leave for negotiation, mediation, or arbitration purposes, up to a combined total of sixty-four (64) hours for the entire committee. Additional hours will be without pay. Negotiation committee members must give their immediate supervisors proper notice in order to use this leave during working hours.

5.11 Posting of Positions

Positions which meet or exceed four (4) hours a day and twenty (20) hours a week will be posted for a period of not less than five (5) calendar days, excluding Saturday and Sunday. The District may shorten the posting period by providing direct individual notice to all qualified employees within the bargaining unit.

5.11.1 Vacancy Notices: During the work year, vacancy notices will be posted at the District Office of Human Resources and also in the work locations of the employees.

5.11.2 Summer Recess: During summer recess, job vacancy postings will be limited to the Office of Human Resources and the District Office of Food Service. Employees who wish to receive job vacancy postings during summer recess will file a written request with the Office of Human Resources.

SECTION 6 - BASIC SCHEDULES AND RATES OF PAY

6.1 Wage Schedule

The wages reflected in Schedule A & B, attached hereto, will be a part of this Contract for the period commencing July 1, 2023 through June 30, 2025.

6.2 Status of Wage Schedule

Wage schedules are determined each year and are not considered an employee or bargaining unit right into successor years.

6.2.1 Annual Step Advancement: Employees who work less than sixty (60) days during the previous July 1 through June 30 will not receive step advancement and will remain at their previous step until the next annual July 1. Exceptions may occur, as provided in Section 6.2.3.

6.2.2 Classification Advancement: Employees assigned a new classification level will be assigned to the same step on the new level as their assignment on the previous level.

6.2.3 Withholding: The District reserves the right to withhold step advancements due to deficiencies in the employee's performance. A written notice to the employee will be provided thirty (30) days in advance of a scheduled step advancement date. The notice will include the reason for the action.

6.2.4 Successor Contract: Should a successor contract not be agreed to by the parties effective with the expiration of this contract on June 30, 2025, employees will continue to be paid at their 2024-25 hourly wages until such time as a successor contract is agreed to and ratified by the parties.

6.3 Placement on Wage Schedule

Entrance wage schedule placement will be at the discretion of the District.

6.4 Hours

The District will determine hours of work.

6.5 Longevity

Longevity pay will be effective on July 1 of each year, if eligible based on Hire Date listed in Appendix A. Eligibility for longevity pay may occur prior to reaching the specified number of years; see Appendix A. Based on the wage schedules, employees will receive longevity pay as follows:

6.5.1 10L: Effective July 1, 2023, after approximately ten (10) years, employees will receive 10L longevity pay, an increase in wages of fifty cents (\$0.50) per hour. Effective July 1, 2024, after approximately ten (10) years, employees will receive 10L longevity pay, an increase in wages of seventy-five cents (\$0.75) per hour.

6.5.2 15L: Effective July 1, 2023, after approximately fifteen (15) years, employees will receive 15L longevity pay, an increase in wages of sixty cents (\$0.60) per hour. Total longevity pay for such employees, including 10L, will be one dollar and ten cents (\$1.10) per hour. Effective July 1, 2024, after approximately fifteen (15) years, employees will receive 15L longevity pay, an increase in wages of seventy-five cents (\$0.75) per hour. Total longevity pay for such employees, including 10L, will be one dollar and fifty cents (\$1.50) per hour.

6.5.3 20L: Effective July 1, 2023, after approximately twenty (20) years, employees will receive 20L longevity pay, which is an increase in wages of seventy cents (\$0.70) per hour. Total longevity pay for such employees, including 10L & 15L, will be one dollar and eighty cents (\$1.80) per hour. Effective July 1, 2024, after approximately twenty (20) years, employees will receive 20L longevity pay, which is an increase in wages of eighty-five cents (\$0.85) per hour. Total longevity pay for such employees, including 10L & 15L, will be two dollars and thirty-five cents (\$2.35) per hour.

6.5.4 Longevity Tables

2023-2024	Per Hour	Total Amount Above Step 6
10L	\$0.50	\$0.50
15L	\$0.60	\$1.10
20L	\$0.70	\$1.80

2024-2025	Per Hour	Total Amount Above Step 6
10L	\$0.75	\$0.75
15L	\$0.75	\$1.50
20L	\$0.85	\$2.35

6.6 Working Out of Classification

Whenever the District, at its discretion, assigns an employee to replace an employee in a higher classification and to assume the full responsibilities of the absent employee for more than five (5) full consecutive days, the employee will receive the higher classification rate of pay retroactive to the first day.

6.7 Overtime Pay

A premium rate equal to one and one-half (1.5) times the regular pay rate will be paid for time worked which exceeds eight (8) hours in any single day or forty (40) hours in any single week. This will be in addition to holiday pay at regular rates, if permanent employees are required to work on a designated holiday.

6.7.1 Hourly Accumulation: Sick leave and holiday leave may be used as a basis for hourly accumulation in determining overtime pay.

6.7.2 Exception: Leave time cannot be used to qualify if the employee did not work during the regular day.

6.8 Special Event Pay

A premium rate equal to one and one-half (1.5) times the regular pay rate will be paid for time worked for special events outside of the normal contract day. A minimum of two hours per event will be paid, or actual time worked if over two hours.

6.9 Schedule of Payment

Annual salary will be paid in twenty-four (24) equal payments, except as specified below in Section 6.9.1. Every effort will be made to pay semi-monthly on or before the fifth and twentieth of each month. The first paycheck of the school year will be on or about September 20.

6.8.1 Lump Sum: Employees may elect to receive summer pay in a lump sum in June, if requested in writing to the Payroll Department on or before May 15. The election will continue into subsequent years, unless cancelled on or before May 15.

6.10 Professional Development

6.10.1 Voluntary Certification Pay: Upon submission of documentation, employees will be eligible to receive the following stipends for voluntary School Nutrition Association Certification. These stipends will be considered as wages for benefit purposes, including life insurance, long-term disability, and 403(b) match, but excluding temporary and extra assignments.

2023-2025	Certification Level	Stipends per hour
	I	\$0.10
	II	\$0.15
	III	\$0.20
	IV	\$0.25

6.10.2 Voluntary Training: The District will pay for the cost of tuition for voluntary training, but not pay for licensure fees or time attending voluntary training. This includes (1) obtaining initial licensure, (2) obtaining or renewing a licensure for their own personal growth, or (3) to become eligible for promotion into a position for which the District requires a special license.

6.10.3 Mandatory Training: Employees in positions for which special training and/or licensure is required by the District as a condition of retaining employment in the position will be eligible for District reimbursement for the course fee and/or licensure renewal fee and for time attending training. The District will determine in event of license renewal, if that license is required or continues to be required by the District for the position held by the employee.

6.11 Re-employment

Employees, if re-employed without a Break in Service, will (a) be credited with their previously accrued sick leave, (b) placed on their previous salary step and classification, (c) reinstated with their previous Hire Date and Seniority Date, and (d) receive benefits specified in Appendix A based on their previous Hire Date.

6.12 Uniforms

The District will provide all employees with three (3) shirts each year and a minimum of a \$50.00 shoe allowance, which can be increased at the discretion of the District. Once the annual amount is announced, it cannot be changed that contract year. If needed, new hires must pay for additional shirts, but will be reimbursed for up to two (2) of those once they pass their probationary period.

**SECTION 7 -
GROUP INSURANCE**

7.1 Insurance Eligibility

Employees will be eligible for participation in the District group insurance on the first day of the month after their Hire Date through the last day of the last month of employment.

7.1.1 Health/Hospitalization and Dental Insurance

- a. **Full-Time:** Employees authorized for no less than thirty (30) hours per week will be eligible for full-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- b. **Part-Time:** Employees authorized for less than thirty (30) hours per week, but no less than twenty (20) hours per week, will be eligible for part-time benefits under the terms of Health/Hospitalization and Dental Insurance Plans.
- c. **Spousal:** To be eligible for spousal coverage, (1) both the employee and spouse must be employed full-time in the District, (2) the employee must elect Employee-plus-One or Family coverage and (3) the employee's spouse must not elect any other coverage. For the purposes of this Section, "spouse" is defined by state law.

7.1.2 Health Savings Accounts (HSAs): Both full-time and part-time employees (as defined in Section 7.1.1) will be eligible for HSAs through the District-selected vendor.

7.1.3 Life Insurance: Both full-time and part-time employees (as defined in Section 7.1.1) will be eligible for the District Life Insurance Policy.

7.1.4 Long-Term Disability Insurance: Only full-time employees (as defined in Section 7.1.1) will be eligible for the District Long-Term Disability Insurance Policy.

7.2 Health/Hospitalization Insurance Plan

7.2.1 Health/Hospitalization Insurance Plan: The District will provide for all employees a High Deductible Healthcare Plan (HDHP) per Internal Revenue Service regulations.

- a. **Plan Year:** The Plan year will run from July 1 to June 30.
- b. **Deductibles:** Deductibles will be the minimum allowed by the IRS. Deductibles will be indexed in future years per IRS regulations, which may result in increases. Per IRS regulations, the deductibles for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$1,500.00	\$3,000.00
2024-2025	\$1,600.00	\$3,200.00

- c. **Out-of-pocket maximums for in-network coverage:** The out-of-pocket maximums for those using only in-network providers will be equal to the deductibles.
- d. **Out-of-pocket maximums for out-of-network coverage:** The out-of-pocket maximums for out-of-network coverage will be the maximum allowed by the IRS. Out-of-pocket maximums for out-of-network coverage will be indexed in future years per IRS regulations. Per IRS regulations, the out-of-pocket maximums for out-of-network coverage for the following years are as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$7,500.00	\$15,000.00
2024-2025	\$8,050.00	\$16,100.00

- 7.2.2 **Full-Time Monthly District Contribution:** For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2023-2024	\$921.00	\$1,356.00	\$1,483.00
2024-2025	\$985.00	\$1,451.00	\$1,587.00

- 7.2.3 **Part-Time Monthly District Contribution:** For part-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Employee-Only	Employee-plus-One	Family
2023-2024	\$645.00	\$949.00	\$1,038.00
2024-2025	\$690.00	\$1,016.00	\$1,111.00

- 7.2.4 **Spousal Monthly District Contribution:** For full-time employees, the District will contribute the maximum amount as set forth below toward the monthly premium for District Health/Hospitalization Insurance. Employees will pay by payroll deduction the difference, if any, between the premium and the District contribution.

Year	Spousal Employee-plus-One	Spousal Family
2023-2024	\$1,937.00	\$2,119.00
2024-2025	\$2,073.00	\$2,267.00

- 7.2.5 **District Contribution Exclusion:** Employees who have health/hospitalization insurance coverage under another plan may participate in the District Health/Hospitalization Insurance, but they will receive no District contribution toward the monthly premium. This does not include employees who receive Medicare, or Tri-Care, or Veterans Affairs (VA) benefits, or exceptions granted by the Executive Director of Human Resources due to hardship.
- 7.2.6 **Successor Contract:** If a successor contract is not in place before the expiration of this Contract and if the percentage level of District contribution toward monthly premiums proposed by the District equals or better the percentage level of the previous year, the proposed percentage level of District contribution will take effect, until a successor contract is ratified by both parties.
- 7.2.7 **Hold-Harmless Clause:** The Representative agrees to join in the defense of any and all suits or claims, except those initiated by the Representative, which may arise out of or by reason of the District's contribution toward health/hospitalization insurance. The liability for any final disposition of any action, suit, or claim will be borne by the District.

7.3 Health Savings Account (HSA)

7.3.1 Contributions: The District will contribute into an HSA in twelve (12) equal monthly installments the following annual amounts for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) scheduled to return to work for the following school year:

- a. Full-Time Annual District HSA Contribution:** The District will contribute an amount equal to fifty percent (50%) of the employee's deductible to each full-time employee's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$750.00	\$1,500.00
2024-2025	\$800.00	\$1,600.00

- b. Part-Time Annual District HSA Contribution:** The District will contribute an amount equal to twenty-five percent (25%) of the employee's deductible to each part-time employee's HSA account, as follows:

Year	Employee-Only	Employee-plus-One & Family
2023-2024	\$375.00	\$750.00
2024-2025	\$400.00	\$800.00

- c. Spousal:** For Employee-plus-One coverage, the District will deposit one District Employee-Only HSA Contribution for each full-time employee and District-employed spouse. For Family coverage, the District will contribute one half (1/2) of the total of one District Employee-Only HSA Contribution plus one District Family HSA Contribution for each full-time employee and District-employed spouse. Deposits will be made in separate HSAs per Internal Revenue Service (IRS) regulations, as follows:

Year	Spousal Employee-plus-One	Spousal Family
2023-2024	\$750.00 each	\$1,125.00each
2024-2025	\$800.00 each	\$1,200.00 each

- d. Indexing:** Deductibles will be indexed in future years per IRS regulations, which may result in increases in the annual District HSA contribution.

7.3.2 On Layoff for the Following School Year: The District will contribute into an HSA the following amounts for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance, and (3) on layoff for the following school year:

- a. Full-time and Part-time:** The same amount as determined in Section 7.3.1 per month will be deposited for the months of July and August.
- b. Returned to Work:** An employee who returns by September 30 will be made whole per Section 7.3.1.

7.3.3 Newly Hired: In the school year first employed, the District will contribute into an HSA for each newly hired employee the amounts specified in Appendix D – District HSA Contribution for New Hires.

7.3.4 On Leave: In the same manner as for active employees, the District will contribute into an HSA for each employee who is (1) enrolled in the District Health/Hospitalization Insurance, (2) receiving a District contribution toward the District Health/Hospitalization Insurance; and (3) on a Board-approved leave or a paid leave per this Contract.

7.3.5 Employee Contributions to HSA: Employees may contribute to their HSA as allowed by IRS regulations.

7.3.6 Hardship Cases: When out-of-pocket medical expenses in a plan year exceed the District annual HSA contribution and your HSA account has no existing funds, employees may ask for their remaining

District HSA contribution in advance, provided they submit receipts or other documentation. Hardship cases will be determined on a case-by-case basis by the Executive Director of Human Resources.

7.4 Dental Insurance

For eligible employees as defined in Section 7.1, the District will make available a District Dental Insurance program.

- 7.4.1 Employee-Only Full-Time Monthly District Contribution:** For full-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only comprehensive program.
- 7.4.2 Employee-Only Part-Time Monthly District Contribution:** For part-time employees, the District will contribute one hundred percent (100%) of the cost of the monthly premium for the District Dental Insurance employee-only preventative program. Optionally, part-time employees may buy-up to the District Dental Insurance employee-only comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.3 Family Comprehensive Program:** Full-time and part-time employees may buy-up to the District Dental Insurance family comprehensive program, provided that they pay the difference through payroll deduction.
- 7.4.4 Spousal Monthly District Contribution:** For a full-time employee and spouse working full-time in the District who elect family comprehensive District Dental Insurance, the District will contribute two employee-only full-time contributions up to one hundred percent (100%) of the family comprehensive premium for District Dental Insurance, provided that they pay the difference through payroll deduction.

7.5 Life Insurance

The District will contribute the entire premium cost of the District's Life Insurance Policy for all eligible employees.

- 7.5.1 Amount:** Eligible employees are insured to an amount equal to two (2) times annual salary rounded to the nearest one thousand dollars (\$1,000.00). Basic wages do not include pay for extra assignments.
- 7.5.2 Spouse and Dependents:** The employee's spouse and dependent children to age twenty-six (26) are insured for fifteen thousand dollars (\$15,000.00) for life insurance only.
- 7.5.3 Accidental Death & Dismemberment (AD&D) – Employee Only:** The Policy will include an accidental death and dismemberment benefit.
- 7.5.4 Additional Life Insurance:** Additional term life insurance is available through PERA to employees through payroll deduction paid in full by the employee.

7.6 Long-Term Disability Insurance (LTD)

The District will contribute the entire premium cost of the District's Long-Term Disability Insurance Policy for eligible employees as defined in Section 7.1.4.

- 7.6.1 Amount:** LTD Insurance purchased by the District will be based on income support of sixty-six and two-thirds percent (66 2/3%) of the employee's basic wage, as defined by the Policy.
- 7.6.2 Waiting (Elimination) Period:** Employees who are disabled and absent from work for ninety (90) consecutive calendar days will convert to LTD on the first day of eligibility.
- 7.6.3 Exclusion for Pre-existing Conditions:** No benefits will be paid for disability due to a pre-existing condition, if the employee becomes disabled during the first twelve (12) months from Hire Date. A pre-existing condition is defined by the Policy.
- 7.6.4 Benefits:** Employees who convert to LTD will not receive District wages, paid leaves, or vacation effective the first day of LTD eligibility until such time as the employee returns to active employment.
- 7.6.5 Use of Sick Leave:** Employees may use accrued sick leave, if available, during the ninety (90) day waiting period, and thereafter.

7.7 Duration of District Insurance Contributions

Employees are eligible for District contributions as provided in Section 7 while employed by the District and on paid status.

- 7.7.1 Medical Leaves Up to Twelve Weeks:** Employees who are (1) unable to work, (2) on a District-approved medical leave, and (3) enrolled in the District Health/Hospitalization Insurance will be eligible for continuation of District insurance contributions for up to twelve (12) weeks from the date when their medical leave started.
- 7.7.2 Medical Leaves Up to Twelve Months:** Employees who are (1) unable to work, (2) on a District-approved medical leave, (3) enrolled in the District Health/Hospitalization Insurance, and (4) qualified for LTD will be eligible for continuation of District insurance contributions for up to twelve (12) months from the date when their medical leave started.
- 7.7.3 Workers Compensation:** Employees receiving workers compensation disability income benefits resulting from injury or illness incurred as employees of the District will be eligible for continuation of District insurance contributions.
- 7.7.4 Termination:** Upon termination of employment, all District contributions for group insurance will cease on the last day of the month, except as provided for in retirement or by the insurance plans/policies.

7.8 Selection of Carrier

The District will make the selection of the insurance carrier and insurance policies.

7.9 Retirement Group Insurance

Retirees will be eligible for District group insurance as defined in Section 10 – Retirement.

**SECTION 8 -
ABSENCES, LEAVES AND HOLIDAYS**

8.1 Sick Leave

Employees working for the District accrue a day of sick leave commensurate with the hours worked per day and the months worked per year.

8.1.1 Use: Sick leave is accrued upon employment. Employees may use sick leave for an illness or injury for themselves and it may be used for an illness or injury of their children, spouse, sibling parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent for a reasonable period of time as the employee's attendance may be necessary. Additionally, employees may use sick leave for themselves or for those relatives listed above, or for safety leave as allowed under MN Statute 181.9445 & 181.9447. For more information, please visit the Human Resources section of the District website regarding leaves. For routine appointments that cannot be scheduled outside the workday, it is highly recommended that employees schedule these appointments at the beginning or end of the workday.

8.1.2 Accrual: Unlimited accrual of sick leave is permitted.

8.1.3 Sick Day: Payment for sick leave is based on the number of hours per day equal to that of the employee's assignment.

8.1.4 Minimum Use: If less than a full day, sick leave must be used in minimum amounts of one hour and must be used in full hour units.

8.1.5 Long-Term Disability (LTD): Employees may use accrued sick leave for LTD per Section 7.6.5.

8.1.6 Workers Compensation: Employees on medical leave of absence due to a work-related injury may use sick leave per Section 8.9.

8.2 Parental Leave

The District will grant up to five (5) paid days of childbirth leave for workdays that occur within seven (7) calendar days of the birth (the day of birth included) to employees, spouses, and domestic partners, including any medical disability associated with childbirth which would normally be charged to sick leave. It will not be deducted from sick leave. The District will grant employees spouses, and domestic partners up to a total of twenty (20) days of child adoption leave. The first five (5) days will be paid and not deducted from sick leave; the remaining days will be deducted from available sick leave or unpaid, if sick leave is exhausted. Adoption leave may include, but is not limited to: pre-adoption, consultation, legal counsel, legal proceedings, and naturalization proceedings. For more information, please visit the Human Resources section of the District

website regarding leaves

8.3 District-Approved Leave (formerly Emergency or Required Leave)

Subject to the prior approval and discretion of the District, employees may be absent without loss of pay for reasons of required legal appearances/jury duty, or bereavement. Such absences will be at the discretion of the District, but will never be allowed for recreation, absences of personal choice, or for purposes that could be conducted outside the employee's scheduled workday. In cases where a leave for illness of a spouse is not approved, employee may use sick leave for illness of a spouse.

8.3.1 Prohibited Use: Simultaneous use of personal leave of any nature by employees or groups of employees, which results in a work stoppage, is expressly prohibited.

8.3.2 Use: This leave may be used in minimum amounts of one (1) hour and must be used in full hour units.

8.4 Earned Personal Leave

On July 1 of each year if eligible based on Hire Date listed in Appendix A (after approximately 1 year), employees working less than twelve-month schedules who do not accrue vacation will qualify for three (3) days of paid earned personal leave per year, accumulating to a maximum of six (6) days. Personal leave requests will be granted on a first-come, first-served basis with no more than ten percent (10%) of food service employees being granted personal leave on a given day.

8.4.1 K-12 Blackout Days: Employees may not use earned personal leave on the following blackout days: first student contact day of the school year, all professional development days offered to employees, and last student contact day of the school year.

8.4.2 Advance Notice: It is highly recommended that employees apply for approval to use earned personal leave as far in advance as possible.

8.4.3 Short-Term Unpaid Leave: Employees may be granted up to two (2) unpaid leave days per year without accumulation, provided that they use one (1) earned personal leave day for each unpaid leave day. The combination of unpaid leave and earned personal leave will not exceed a total of five (5) days per occurrence.

8.4.4 Accruals: Employees who have maxed out their earned personal leave accrual during a contract year and will as a result lose some or all accrual the following contract year will be able to turn in and receive pay for one earned personal day that would otherwise be lost.

8.5 Holidays

8.5.1 Holidays: Employees will receive eleven (11) days of holiday pay for the following days: Labor Day, Thanksgiving Day, the day following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday (or the last Friday of spring break, if school is in session on Good Friday) and Memorial Day.

8.5.2 Eligibility of the Unit: Food Service employees will be eligible for holidays listed in Section 8.6.1 which are encompassed by the scheduled work year in that both the District work day immediately preceding and following the holiday are standard work days for food service employees

8.5.3 Eligibility: To receive holiday pay, an employee must have been compensated for all scheduled hours of their last scheduled workday before the holiday and for the first scheduled workday following the holiday. Employees will not be eligible for holiday pay during the first ninety (90) workdays of employment.

8.5.4 Holiday Pay: Holiday pay will be based on the scheduled work hours of the employee on the day of the holiday had it not been a holiday.

8.5.5 Holiday Schedule: A holiday which falls on a Saturday will be celebrated on the preceding Friday. A holiday which falls on a Sunday will be celebrated on the following Monday. The District will reschedule any holiday, which falls on a day when school is in session for students.

8.6 Family Leave

Childbirth, newborn childcare, and child adoption leaves will be granted under leave provisions of this Section and the Family & Medical Leave Act (FMLA). Any period of leave for which the employee is medically disabled will be charged to the employee's earned and accrued sick leave and any period for which the employee is not medically disabled will be charged to leave without pay.

8.7 Absence under Workers Compensation

An employee compensated for absences under workers compensation will continue to receive full pay as long as the employee has available sick leave. Deductions from sick leave will be prorated based on the difference between workers compensation and the employee's full wage. While on paid status with the District, the employee will continue to accrue sick leave and will be eligible for District paid benefits.

8.8 Absence without Pay

Leaves of absence without pay and without benefits may be granted at the discretion of and with the prior approval of the District for up to twelve (12) consecutive calendar months. Any absence of more than twelve (12) consecutive months will constitute an automatic termination of employment.

8.9 Failure to Report to Work

Any unapproved absence or failure to return from an approved leave will constitute failure to report to work and as such, at the discretion of the district, will be considered a voluntary resignation by the employee.

8.10 Loss of Time Due to Assault or Threat

8.10.1 Assault: An employee absent from work as a result of an assault while acting in a capacity for the District will not be charged with a loss of sick leave or any other leave for the length of time required for recovery, nor for any reoccurrence thereof. An absence under workers' compensation will limit the obligation of the District to the difference between workers' compensation and the employees' daily rate of pay as of the date of continuous absence. This paid leave will cease when the employee satisfies the qualifying period for long-term disability.

8.10.2 Threat: An employee absent from work as the result of a threat while acting in a capacity for the District will receive up to five (5) paid leave days. Such days will not be charged to sick leave or any other leave.

8.10.3 Police Report: In order to be eligible for this leave, the employee must file a police report regarding the incident precipitating the use of this leave.

8.11 Examinations

The District may request a physical or psychological examination to determine an employee's capability of performing duties. The District will select the physician or psychologist and pay for the examination. Employees experiencing repeated absences due to illness may be required to furnish medical proof of illness.

8.11.1 Long-Term Leave: Employees who fail to qualify for a position either physically or psychologically may request a one-year medical leave of absence. Employees unable to return to work after a one-year medical leave of absence will be separated from employment, unless otherwise required by law.

SECTION 9 - WORKING CONDITIONS

9.1 Basic Day

The basic day will be eight (8) hours. The District will determine the assignment of hours to sites that do not require full-time hours. The District reserves the right to determine the hours of employment and the length of the work year of all employees. This right will be limited only to the extent that it is explicitly stated in this Contract.

9.2 Basic Week

The basic week will be five (5) consecutive days consisting of the number of hours authorized each individual to a maximum of eight (8) hours and a total of forty (40) hours weekly. The District reserves the right to increase or decrease daily hours of employment based on need.

9.3 Work Breaks

A fifteen (15) minute break will be allowed in each of the two (2) four-hour segments of a seven (7) or eight (8) hour day. Employees working six (6) hours per day are allowed one fifteen (15) minute break. Employees working less than six (6) hours do not receive a fifteen (15) minute break.

9.4 Lunch Breaks

Employees with an assignment of four (4) or more hours are paid for lunch breaks, but are expected to work, if necessary, during that period. The lunch break should not exceed twenty (20) minutes.

9.5 Length of Work Year

The length of the work year will be determined by the necessity to provide food service for students. The District will provide food service on days when school is in session when required by educational programs. The District reserves the right to determine the length of the work year of all employees. This right will be limited only to the extent that it is explicitly stated in this Contract.

9.6 Emergency School Closings

On days when school is closed by the Superintendent due to snow or other adverse weather conditions or equipment failure, food service employees will be given the time off with pay or required to be on duty depending on the type of school closing. Persons required to work when all schools are closed and most other employees are excused from duties will be paid regular rates for the first eight (8) hours of that day and will be granted an equivalent amount of time off. In the event an employee's services are not required due to school closing or any other reason in excess of one day's time, the District will determine if compensation is to be paid.

9.7 Probationary Employees

New employees will serve one (1) year as a probationary employee. Probationary employees may be terminated at the discretion of the District.

9.8 Transfers within Classified Units

Employees transferring from one classified service to another within the District without a Break in Service will retain all fringe benefits applicable to their Hire Date. Wage levels applicable to the new department will not necessarily apply to the transferring employee. The Executive Director of Human Resources, after consultation with the appropriate supervisors and the employee, will determine wage levels based on the employee's ability and experience.

**SECTION 10 -
RETIREMENT****10.1 District 403(b) Plan (Tax-Sheltered Annuity)**

Upon employment, employees are eligible to participate in the District 403(b) plan without a District match, if authorized to work for no less than twenty (20) hours per week.

10.1.1 District Match: In addition, on July 1 if eligible based on Hire Date in Appendix A (after approximately 3 years), the District will match the contributions of eligible employees up to a maximum annual District contribution of two percent (2%) per year of their annual wages. After approximately 18 years, based on Hire Date in Appendix A, the District will match will move to three percent (3%) per year of employee wages.

10.1.2 Supplemental: Employees who are not eligible for the District match may contribute to a 403(b) as allowed by District policy. Such contribution will be deducted from wages with the entire cost paid by the employee.

10.1.3 Legal: The 403(b) and District match will be subject to all applicable state and federal laws, rules and regulations.

10.1.4 Hire Date Prior to July 1, 2000: Employees in the Food Service unit with a Hire Date prior to July 1, 2000 may elect to participate in the matching 403(b) plan or the severance plan set forth in Appendix C, but not both.

10.2 Retirement Group Insurance

Eligibility of the retired employee, spouse, and dependents for continued participation in the District health/hospitalization insurance and dental insurance will be determined by applicable state and federal law.

10.2.1 District Contribution to Health/Hospitalization Insurance in Retirement: Upon retirement if eligible based on Hire Date in Appendix A (after approximately 15 years), employees who are at least age fifty-five (55) at time of retirement will be eligible for District paid contributions toward health insurance in retirement of up to one hundred dollars (\$100.00) per month for employee-only coverage and up to one hundred fifty-two dollars (\$152.00) per month for employee-plus-one or family coverage. The retired employee will pay the balance of the premium cost.

- a. **Basis:** An employee will be eligible for the District contribution based on the coverage elected in the last one (1) year preceding retirement.
 - b. **Duration:** Eligibility for the District contribution will cease when the retired employee reaches the age of Medicare eligibility.
 - c. **Notification of Retirement:** To be eligible for the District contribution, the employee must provide written notice of retirement thirty (30) days prior to retirement, unless the District waives this requirement.
 - d. **Termination:** No employee terminated for cause will be eligible for the District contribution.
- 10.2.2 Level of Benefits:** Retired employees will receive the same level of benefits each year as current employees actively employed.

SECTION 11 - LAYOFFS

11.1 Seniority

- 11.1.1 Seniority Date:** "Seniority Date" is defined in Section 3.5 as the first paid day of work in the Food Service unit without a Break in Service, excluding temporary or substitute employment. Seniority Date may differ from Hire Date. Where two or more employees have the same seniority dates, the employee with the lowest District employee number will prevail.
- 11.1.2 Accrual of Seniority:** Employees accrue seniority within the Food Service unit.
- 11.1.3 Seniority Roster:** A seniority roster will be maintained for unit employees showing name, District employee number, Seniority Date, classification, and current authorization of hours. The seniority roster will be published each year on or before November 1.
- 11.1.4 Seniority Override:** The District may at its sole discretion override the employee seniority rights for layoff and recall as provided in this Section based on:
- a. Previously defined required qualifications of a position; and/or
 - b. A District employee file record of discipline, which is determined by the District to have a bearing on the available alternative assignment.

11.2 Definition of Layoff

Changes in organizational structure and assignments, decreasing workloads, shortage of funds, and other related reasons that may necessitate termination of employees.

11.3 Rights of Layoff and Recall

- 11.3.1 Principles:** Layoffs will be governed by the following principles:
- a. The most senior employees retained;
 - b. The least disruption to the unit; and
 - c. The simplest procedure possible.
- 11.3.2 Overview:** To the extent possible the layoff of non-probationary employees with four (4) hours or more will be avoided by:
- a. The termination of probationary employees
 - b. The termination of employees in positions of less than four (4) hours per day
 - c. The transfer of employees within classification, hours and pay grade to positions vacated due to resignation, termination or retirement.
- 11.3.3 Probationary Employees:** If the position of a probationary employee is discontinued or if the probationary employee's position is in the line of bumping by a more senior employee as a result of the discontinuance of a position, the employment of the probationary employee will be terminated without rights of layoff or recall.

11.4 Layoff

For layoffs occurring during the regular budget process each year, employees will be notified before the end of the school year. For layoffs that occur due to unforeseen circumstances that couldn't be addressed through the

regular budget process, a thirty (30) calendar day or twenty (20) working day notice will be given, whichever is greater. Employee rights of layoff or termination will follow the following procedures. For the purpose of layoff and recall, the term "same hours" will include any position that is equal to or within one (1) hour less than the hours of the employee in their previous position. Employee layoff or recall rights will not result in an increased classification or increased hours.

11.4.1 Order: The District process will begin with the highest classification of position being discontinued.

11.4.2 Process: The least senior employee(s) by classification, hours, and pay grade as determined by this layoff procedure will be placed on layoff with rights of recall. No layoff action will be considered valid except by Board action.

- a. The employee in the position being discontinued will have the right to bump based upon seniority into the position of the least senior employee with the same hours within the same classification.
- b. If there is no position as determined above, the employee will have the option of bumping into the position of the least senior employee with lesser hours within classification or of bumping into the next lower classification. If the employee accepts the option of bumping within classification into a position of lesser hours, the bumping employee must accept the lesser hours as a reduced right of employment.
- c. The least senior employee within classification (without an assignment within classification) will bump into the position of the least senior employee within the next lower classification. The bumping employee must accept the classification and hours of the resulting position. If the least senior employee in the next lower classification is more senior than the bumping employee, the bumping will continue to the position of the least senior employee in the next lower classification.
- d. The process will continue until the District's need for reduction of positions and employees has been satisfied.

11.4.3 Other

- a. If an employee in a discontinued position refuses a transfer to a vacant position of same classification and same hours, the employee's employment will be terminated as a voluntary resignation from all rights of employment.
- b. An employee with bumping rights may choose layoff and recall from their previous position as an alternative to bumping into a position of lower classification.
- c. If a temporary or a substitute for an absent employee position is available, an employee in a discontinued position may voluntarily accept the temporary or substitute position in lieu of layoff. The employee will retain rights of layoff and recall.

11.4.4 Cook-Manager: A Cook-Manager who is in a discontinued position will have rights to alternative Cook-Manager positions based on length of employment as a Cook-Manager rather than District seniority. However, once bumping occurs to any position other than a Cook-Manager, the normal layoff procedure will apply.

11.5 Recall

Employees who have been involuntarily terminated by action of the District with rights of recall will be recalled to employment subject to the following procedures:

- 11.5.1 Length:** Rights of recall will continue for twenty-four (24) consecutive calendar months, after which all rights of recall and return to employment will be discontinued.
- 11.5.2 Vacant Previous Position:** If the same building, classification and hours previously held by an employee who bumped into a lesser position becomes vacant within a period of twenty-four (24) consecutive calendar months from the effective date of assuming the lesser position, the employee will have the right of claiming his/her previous position.
- 11.5.3 Same Classification and Same Hours:** Rights of recall will be limited to a vacant position of the same classification and same hours as the most senior employee with rights of recall.
- 11.5.4 Right of Transfer:** Recall positions will not be posted; however, the District may transfer employees within classification and hours prior to declaring a position available for recall.
- 11.5.5 Greater or Lesser Vacant Position:** An employee on layoff with rights of recall may apply for a

greater or lesser vacant position than his/her recall rights; however, placement in the position will be at the discretion of the District. If an application for return to employment to a lesser or greater position is accepted by the District all rights of further recall will be discontinued.

- 11.5.6 Sick Leave While on Layoff:** During the period of recall rights, there will be no earning or accrual of sick leave. However, upon recall to employment as defined herein or acceptance of return to employment within the twenty-four (24) month period of recall rights, the employee's sick leave as earned and accrued as of the date of layoff will be reinstated.
- 11.5.7 Notification:** District will notify the employee by certified mail of a recall offer and simultaneously attempt to contact the employee by phone. The employee will have a period of five (5) days from receipt of a written offer to notify the District that he/she accepts or refuses. If the employee fails to notify the District within the recall period or refuses the recall offer, the employee will lose all rights of recall. It is the responsibility of the employee with rights of recall to maintain a current official and/or an alternative contact address and phone number during the recall.

SECTION 12 - GRIEVANCE PROCEDURE

12.1 Definitions

For the purpose of this Section the following definitions and interpretations will apply:

- 12.1.1 Bureau:** "Bureau" means the Bureau of Mediation Services.
- 12.1.2 Days:** "Days" means working days.
- 12.1.3 Employee:** "Employee" means any school district employee who is employed in a position that is part of the appropriate unit for which the Association has been certified as the exclusive representative under Minnesota Statutes, Section 179A.12.
- 12.1.4 Grievance:** A "grievance" will mean an allegation by an employee resulting in a dispute or disagreement between the employee and the District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Contract.
- 12.1.5 Party:** "Party" means either the Association and its authorized agent or the employer and its authorized representative.
- 12.1.6 Service:** "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

12.2 Computation of Time

In computing any period of time prescribed or allowed by this Section, the day or act or event upon which a period of time begins will be included unless it is a Saturday, Sunday or Holiday.

12.3 Level One – Immediate Supervisor

When an employee or group of employees represented by the Association has a grievance, the employee or an agent of the Association will attempt to resolve the matter with the employee's immediate supervisor within twenty-one (21) days after the employee, through the use of reasonable diligence, will have had knowledge of the event or act giving rise to the grievance. The supervisor will then attempt to resolve the matter and will respond in writing to the grievant and the agent of the Association within five days after the grievance is presented.

12.4 Level Two – Superintendent/Designee

If the grievance is not resolved under Level One, the Association may serve the written grievance upon the Superintendent or the Superintendent's designated representative within fifteen (15) days after the written response required by Level One was due. The District's representative will meet with the agent of the Association within five (5) days after service of the written grievance and both parties will attempt to resolve the grievance. The District's representative will serve a written response to the grievance on the agent of the Association within five (5) days of the meeting. The response will contain a concise statement of the District's position on the grievance and the remedy or relief the employer is willing to provide, if any.

12.5 Level Three – Arbitration

- 12.5.1 Referral to Arbitration:** If the response of the Superintendent or designee is not received within the period provided in Level Two or is not satisfactory, the Association may serve written notice on the District of its intent to refer the case to arbitration within ten (10) days after the response required by Level Two is due.
- 12.5.2 Selection of Arbitrator:** Within ten (10) days of the service of written notice of intent to arbitrate, the Superintendent or designee will consult with the agent of the Association and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties will alternately strike names from a list of five (5) names to be provided by the Bureau until only one (1) name remains, and the remaining name will be the designated arbitrator. The determination of which party will commence the striking process will be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three (3) days of service of the notice of refusal or failure to strike names, the Bureau will designate one (1) name from the list previously provided to the parties and the person so designated by the Bureau will have full power to act as the arbitrator of the grievance.
- 12.5.3 Arbitrator's Authority:** The arbitrator will have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator will be final and binding upon both parties.
- 12.5.4 Arbitration Expenses:** The District and the Association will share equally the arbitrator's fees and necessary expenses. The party requesting the cancellation will pay cancellation fees and the party requesting the clarification will pay any fees incurred as a result of a request for clarification. Each party will be responsible for compensating its own representatives and witnesses except to the extent provided by this Section.
- 12.5.5 Transcripts and Briefs:** Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes will be considered the arbitrator's private and personal property and will not be made available to the parties or another third party. If the arbitrator uses a recording device to supplement the arbitrator's notes, the arbitrator will retain the recording for a period of ninety (90) days following the issuance of the award.

12.6 Processing of Grievance

- 12.6.1 Release Time:** To the fullest extent feasible, the processing of the grievances under this Section will be conducted during the normal business hours of the District. Employees designated by the Association will be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this Section, whenever such release is consistent with the ability of the District to conduct safe and reasonable operations. No more than three (3) employees will be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.
- 12.6.2 Waiver of Levels:** The parties may by mutual agreement waive participation in the grievance levels in this Section and may similarly agree to extend the time limits established by this Section.
- 12.6.3 Time limits:** A failure to raise a grievance within the time limits specified in this Section or to initiate action at the next Level of the outlined procedure within the time limits will result in forfeiture by the Association of the right to pursue the grievance. A failure of a District representative to comply with the time limits and procedures in this Section will constitute a denial of the grievance and the grievance is automatically appealable.

**SECTION 13 -
DURATION****13.1 Term and Reopening Negotiations**

This Contract will remain in full force and effect for a period commencing July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to PELRA.

13.2 Effect

This Contract constitutes the full and complete Contract between the District and the Association representing the food service employees of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Contracts, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

13.3 Finality

Any matters relating to the current contract term, whether or not referred to in this Contract, will not be open for negotiation during the term of this Contract.

13.4 Severability


The provisions of this Contract will be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it will not affect any other provisions of the Contract or the application of any provision thereof.

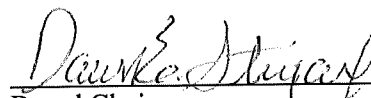
BLOOMINGTON FOOD SERVICE ASSOCIATION CONTRACT

July 1, 2023 – June 30, 2025

**FOR: Food Service Association
Bloomington Public Schools**

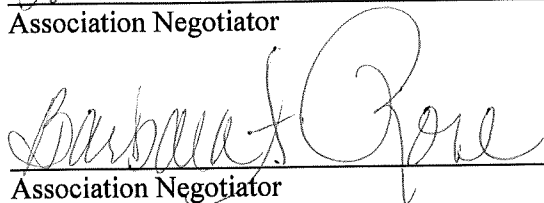
**FOR: Independent School District No. 271
Bloomington Public Schools**

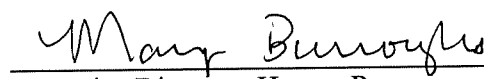

Association President Negotiator



Board Chairperson

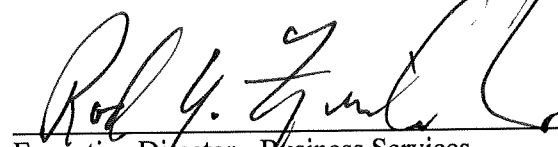

Association Negotiator

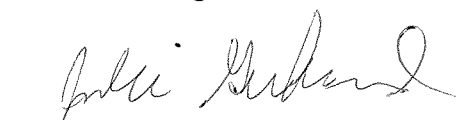

Board Clerk


Association Negotiator


Executive Director - Human Resources


Association Negotiator


Executive Director - Business Services


Association Negotiator


Director of Food Service

**SCHEDULE A –
2023-2024
WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
CLASS II	17.69	18.22	19.78	20.33	20.60	21.01	21.51	22.11	22.81
CLASS III	20.68	21.40	22.21	22.53	22.93	23.27	23.77	24.37	25.07
CLASS IV	-	-	25.38	25.59	25.88	26.16	26.66	27.26	27.96
CLASS V	-	-	25.92	26.12	26.42	26.76	27.26	27.86	28.56
CLASS VI	-	-	27.46	27.67	27.95	28.46	28.96	29.56	30.26

**SCHEDULE B –
2024-2025
WAGE SCHEDULE**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	10L*	15L*	20L*
CLASS II	18.40	18.95	20.57	21.14	21.42	21.85	22.60	23.35	24.20
CLASS III	21.51	22.26	23.10	23.43	23.85	24.20	24.95	25.70	26.55
CLASS IV	-	-	26.40	26.61	26.92	27.21	27.96	28.71	29.56
CLASS V	-	-	26.96	27.16	27.48	27.83	28.58	29.33	30.18
CLASS VI			28.56	28.78	29.07	29.60	30.35	31.10	31.95

**See Section 6.5 Longevity Pay.*

**APPENDIX A –
ELIGIBILITY BASED ON HIRE DATE**

Write your Hire Date here: _____

Based on Hire Date, employees are eligible for the following benefits per this table:

Employee qualifies for benefit below:		Effective July 1, 2023, if Hire Date is before:	⁽¹⁾ Effective July 1, 2024, if Hire Date is before:	⁽²⁾ Approximate Years to Qualify
Section 6.5 - Longevity Pay	10L	January 1, 2014	January 1, 2015	10
	15L	January 1, 2009	January 1, 2010	15
	20L	January 1, 2004	January 1, 2005	20
Section 8.5 - Earned Personal Leave		January 1, 2023	January 1, 2024*	1
Section 10.1.1 - 403(b) Match (20 hours or more)		January 1, 2021 – 2% January 1, 2006 – 3%	January 1, 2022 – 2% January 1, 2007 – 3%*	3 18
Section 10.2.1 - District Contribution to Health/Hospitalization Insurance in Retirement (Minimum age 55) (Part-time & Full-time)		January 1, 2009	January 1, 2010*	15

Notes:

- (1) Should a successor contract not be reached upon expiration of this Contract, the dates marked with an asterisk* will advance one (1) year on an annual basis.
- (2) For employees hired mid-year in a school year, refer to Hire Date.

**APPENDIX B –
FOOD SERVICE
CLASSIFICATIONS & POSITION TITLES**

Class	Position Title
II	Food Service Helper
II	Food Prep Assistant
III	First Cook
III	Lead Cook/Elementary Satellite
IV	Cook-Manager/Elementary
V	Cook-Manager/Secondary (Non-Baking School)
VI	Cook Manager/Secondary (Baking School)

Notes:

- (1) List was current as of March 6, 2024
- (2) Classifications and position titles are subject to change.

**APPENDIX C –
SEVERANCE PAY**

NOTE: In the 2007-09 Contract, the sections below were moved to this Appendix. By moving these sections, the District's intent is to identify which employees are eligible for this benefit through special election, not to deny or limit employees' access to severance pay or to change the relevant provisions.

C. Severance Pay Plan

Permanent classified employees who have elected to participate in this Severance Pay Plan will be eligible for the severance pay under the provisions of this Appendix.

- C.1 **Eligibility:** Permanent classified personnel with either 10- or 12-month assignments who work a minimum of four (4) hours a day or more are eligible. This requirement applies to accrual of credits and eligibility for severance pay. Qualified employees must be at least age fifty-five (55) and have had a minimum of ten (10) years of continuous service. Employees who retire, resign or are terminated by District action due to expiration of a leave of absence for illness and are otherwise qualified will be eligible for severance pay. Terminations due to any other circumstances do not qualify for severance pay.
- C.2 **Accrual of Credits:** A combination of accrued sick leave and service credits will be used to a total of one hundred (100) days credit. Accrued sick leave will be used on a one-to-one basis to a maximum of ninety (90) days. Additional credits will be given for continuous service at a rate of five days for each full fiscal year of service to a maximum of seventy-five (75) days. The combination is subject to a maximum of one hundred (100) days. Accrual of credits is retroactive for currently qualified employees.
- C.3 **Service Credits:** Service credits will accrue using only full fiscal years of service which are uninterrupted by an employee's voluntary termination. An exception will be made for the last year of service in which retirement occurs where a full year's credit will be given if the employee resigns after nine (9) months or more of service.
- C.4 **Leaves:** Approved leaves of absence for illness, maternity, military, jury, and similar types will not disqualify employees for service credits. Leaves of absence for personal reasons over twenty (20) working days in a school year will result in loss of service credit for the entire year.
- C.5 **Notification of Retirement:** A written notice of retirement will be required ninety (90) days prior to retirement, unless this provision is waived by the administration.
- C.6 **Computation of Severance Pay:** The daily rate of severance pay will be based on the average wage and hours worked per day, including voluntary certification pay, during the last credited fiscal year.
- C.7 **Schedule of Severance Payment:** The District will pay severance within thirty (30) days from the effective date of retirement. The District will deposit the entire calculated severance amount into the Post Retirement Health Care Savings Plan administered by the Minnesota State Retirement System. In the event the employee dies with severance unpaid, the severance will be paid to the employee's named beneficiary, if any, or to the employee's estate.
- C.8 **List of Food Service Employees Who Elected Severance:** The following employees listed in Table C hired prior to July 1, 2000 have elected to participate in this Severance Pay Plan as identified in this Appendix. They are not eligible to participate in the matching 403(b) plan set forth in Section 10.

TABLE C

#	LAST	FIRST	HIRE DATE
1	HRBEK	JOLENE	01/22/96

Notes:

(1) *This list was current as of 03/06/2024.*

(2) *These employees elected to participate in the Severance Pay Plan by July 1, 2000.*

**APPENDIX D –
DISTRICT HSA CONTRIBUTIONS FOR NEW HIRES**

Employee-Only Coverage: The total district HSA contribution for new full-time hires for 2023-2024 will be a maximum of seven hundred and fifty dollars (\$750.00). Part-time employees will receive half of full-time district contribution (\$375.00). The total district HSA contribution for new full-time hires for 2024-2025 will be a maximum of eight hundred dollars (\$800.00). Part-time employees will receive half of full-time district contribution (\$400.00.) These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

Employee+1 and Family Coverage: The total district HSA contribution for new full-time hires for 2023-2024 will be a maximum of fifteen hundred fifty dollars (\$1,500.00). Part-time employees will receive half of full-time district contribution (\$750.00). The total district HSA contribution for new full-time hires for 2024-2025 will be a maximum of sixteen hundred dollars (\$1,600.00). Part-time employees will receive half of full-time district contribution (\$800.00). These figures are based on a full year schedule. Those hired after January 1st of any school year will receive a pro-rated amount based on their hire date.

MEMORANDUMS OF UNDERSTANDING**Meet and Confer**

The District and Unit agree to hold regular meetings to address ongoing concerns and build a professional relationship between the parties, to better communicate changes and priorities and effects to members. These meeting will be prescheduled on a monthly basis. Topics will include the following, and others may be added as necessary by either party:

- Opportunity for feedback by Cook Managers in Hiring/Interviewing
- Professional Development for Cook Managers

Satellite Schools

The District and Unit agree to continue the satellite program under the same terms and conditions of the previous MOU. This MOU will be in force until the ratification of the next contract, unless both parties agree that it should be discontinued.